

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637529

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900596032		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SPORT AND FITNESS RESOURCE CENTER, LLC		10/13/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.		
Street Address:	11161 Overbrook Road		
City:	Leawood		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3387361	PTONTHENET	
Registration Number:	3354530	PERSONAL TRAINING ON THE NET	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	16178037040		
Email:	larry.robins@fisherbroyles.com		
Correspondent Name:	Larry Robins		
Address Line 1:	4 MacQuarrie Lane		
Address Line 4:	Westford, MASSACHUSETTS 01886		
ATTORNEY DOCKET NUMBER:	9143.0001		
NAME OF SUBMITTER:	Lawrence R. Robins		
SIGNATURE:	/Lawrence R. Robins/		
DATE SIGNED:	04/07/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment Agreement**”), dated as of October 13, 2020, is executed and delivered by The Sport and Fitness Resource Center, LLC, a California limited liability company (“**PTN**”), and PTA Global, Inc., a Colorado corporation (“**PTAG**” and together with PTN the “**Assignors**”), for the benefit and in favor of Assessment Technologies Institute, L.L.C., a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignors, Assignee, and the Principals (as such term is defined therein) are parties to that certain Asset Purchase Agreement, entered into as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other matters, Assignors agreed to sell, transfer, assign, convey and deliver to Assignee, in perpetuity, the Purchased Assets, including, without limitation, the Purchased Intellectual Property;

WHEREAS, without limiting the generality of the foregoing or the Purchase Agreement, the Purchased Intellectual Property consists of, but is not limited to, all intellectual property and related proprietary rights, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, in each case, owned or licensed by a Seller related to or used in connection with the Business, including: (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, substitutions, renewals and extensions thereof; (ii) all trademarks, service marks, trade names, service names, brand names, trade dress, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (“**Marks**”); (iii) all Internet domain names and social media profiles; (iv) all copyrights and all mask work, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, along with all moral rights and all reversions, extensions and renewals thereof; (v) all trade secrets, know-how, data and other proprietary confidential information; and (vi) all intellectual property rights in or to Technology and data;

WHEREAS, the Purchased Intellectual Property includes Marks that are Registered Intellectual Property (registered with the United States Patent and Trademark Office) set forth on Schedule I of this IP Assignment Agreement;

WHEREAS, Assignors now desire to assign the Purchased Intellectual Property to Assignee, and Assignee desires to acquire the Purchased Intellectual Property from Assignors; and

WHEREAS, the execution and delivery of this IP Assignment Agreement is an obligation of Assignors under the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in this IP Assignment Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, in perpetuity, all of Assignors' right, title and interest in, to and under: (i) the Purchased Intellectual Property, (ii) any and all other proprietary, intellectual property and other rights relating to any of the Purchased Intellectual Property, including, without limitation, all goodwill connected with the use thereof, and (iii) any and any claims and causes of action arising out of or related to any infringement, misuse or misappropriation of the Purchased Intellectual Property.

3. Terms of Asset Purchase Agreement. The terms, provisions, and conditions of the Purchase Agreement, including, without limitation, those set forth in Article 11, are hereby incorporated into this IP Assignment Agreement by reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement are not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This IP Assignment Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement. This IP Assignment Agreement shall become effective when duly executed and delivered by each party hereto. Counterpart signature pages to this IP Assignment Agreement may be delivered by facsimile or electronic delivery, including by email of a PDF signature page, and each such counterpart signature page will constitute an original for all purposes.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Assignors have executed this IP Assignment Agreement as of the date first above written.

Assignors:

THE SPORT AND FITNESS RESOURCE CENTER, LLC

By: _____

Neal Spruce, Manager

PTA GLOBAL, INC.

By: _____

Neal Spruce, Chief Executive Officer

AGREED AND ACCEPTED:

ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.

By: _____

Gregory Sebasky, Chief Executive Officer

IN WITNESS WHEREOF, the Assignors have executed this IP Assignment Agreement as of the date first above written.

Assignors

THE SPORT AND FITNESS RESOURCE CENTER, LLC

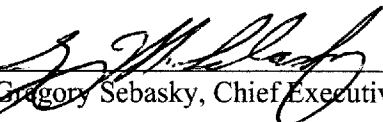
By: _____
Neal Spruce, Manager

PTA GLOBAL, INC.

By: _____
Neal Spruce, Chief Executive Officer

AGREED AND ACCEPTED:

ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.

By:  _____
Gregory Sebasky, Chief Executive Officer

Schedule 1

Mark	Registration Number	Registration Date
PTONTHE NET	3387361	February 26, 2008
PERSONAL TRAINING ON THE NET	3354530	December 11, 2007